

Rolling Hills Community Association
of Rancho Palos Verdes

NO. 1 PORTUGUESE BEND RD. • ROLLING HILLS, CALIF. 90274

(310) 544-6222

ROLLING HILLS



CALIFORNIA

(310) 544-6766 FAX

**NON-RESIDENT APPLICATION FOR
EQUESTRIAN BRIDLE TRAIL PERMIT / TRAIL BADGE**

The Rolling Hills Community Association ("RHCA") maintains a private trail system on privately-owned property. As used, herein, "Bridle Trails," is defined to identify the private trail system as including RHCA's established private bridle trails, easements, roadways and rings within the community. In applying for an Equestrian Bridle Trail Permit ("Permit") and Trail Badge from the RHCA, the applicant understands and agrees that the Application contains terms and conditions of a legally enforceable agreement between the applicant and the RHCA, its resident members and their respective agents, servants, employees, insurers, reinsurers, attorneys, and each of them (herein singly and collectively referred to as "RELEASEES").

The applicant requests permission to horseback ride on the Bridle Trails. In submitting this Application, I represent that I have no known physical, mental, or emotional condition impairing my ability to engage in horseback riding. While riding the Bridle Trails, I agree to exercise reasonable care to minimize the risk of injury to myself, the horse(s) I am riding, and others on or near the Bridle Trails. Also, I acknowledge and agree:

1. That horseback riding is an "inherently dangerous" activity, involving obvious and non-obvious risks of injury, including fatal injury to myself and the horse(s) I will be riding (whether owned by me or another).
2. The RELEASEES have not, expressly or impliedly, assured me that the Bridle Trails are safe for riding and cautioned that, besides the hazards horseback riding presents, the Bridle Trails can expose me to risks of injury due to (a) actual or potential unsafe conditions, (b) wildlife and poisonous or tick invested flora, (c) unrestrained dogs, (d) weather conditions, and (e) other permitted or non-permitted Bridle Trail users.
3. I am not paying any monetary, or other legal consideration, to RELEASEES, for issuance of the Permit and Trail Badge.
4. The RELEASEES have not agreed to assume any liability for any injury, harm, or damage to me, the horse or other equine I am riding, tack, or my other personal property.

5. I have read and understand *California Civil Code* Section 846, which reads:

"An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on those premises to persons entering for a recreational purpose, except as provided in this section.

"A 'recreational purpose,' as used in this section, includes activities such as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, hang gliding, private noncommercial aviation activities, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites.

"An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for that purpose, or (b) constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of the person to whom permission has been granted except as provided in this section.

"This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner.

"Nothing in this section creates a duty of care or ground of liability for injury to person or property."

I acknowledge the distinction section 846 makes between a "permittee" and an "invitee" and agree that, when I am horseback riding under the Permit and Trail Badge, my status is that of a "permittee," not "invitee."

6. Waiver of *California Civil Code* Section 1542:

6.1. For myself, heirs, successors, and assigns, I waive any rights and benefits I may have under *California Civil Code* section 1542 or any other similar provision under the laws of any other state or country, which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

6.2. I acknowledge reading section 1542 of the *California Civil Code* and have had a reasonable opportunity to consult with legal counsel, of my choosing and expense, to discuss this Application. I understand the RHCA would not permit my use of the Bridle Trails without my first agreeing to all terms of this Application, signed the Application, and agreed to abide by the Trail Use Rules, which are incorporated herein by reference. For myself, heirs, executors and assigns, I knowingly and voluntarily waive any and all rights that I may have under Section 1542, or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent it may lawfully waive all such rights and benefits pertaining to the matters herein released, consenting that the release and waiver provisions of this Application apply, with equal force, to unknown or unsuspected claims, damages, and causes of action due to physical injury, or death, or property damage, as given to claims, demands, and causes of action hereinabove identified

7. Once issued, I acknowledge and agree that RHCA has the absolute right to rescind, revoke or terminate my Permit and Trail Badge, with or without good cause; without recourse by me; and/or the right to ask this Permit be continued. I further acknowledge and agree that RHCA has the right to close both the community and its Bridle Trails from my use.

8. Once issued, I may not assign or loan my Trail Badge to another or bring in any riders.

9. In applying for a Permit and Trail Badge, I assume any and all risks, of whatsoever nature, kind or description, resulting from my presence on and/or use of the Bridle Trails.

10. If provided with a Permit and Trail Badge, I agree, on behalf of myself, my heirs, successors, and assigns, that:

10.1. Release: to the fullest extent allowed by law, I release, hold harmless, and forever discharge the RELEASEES of and from any and all matters, claims, demands, obligations, liens and suits of every kind, name, nature or description, and from any and all damages, injuries, actions or causes of action, either at

law, in equity, or otherwise, which I ever had, now have, or hereafter may have against RELEASEES, including (but without limiting the generality of the foregoing) any relating to known or unknown personal injuries, property damage, loss, cost, wages, past wage loss, diminution in earning capacity, expenses of past or future medical care and treatment by health care providers, compensation, reimbursements, transportation, sustenance or expenses under any law or duty imposed by any law of the United States or any State thereof, or for any other account, whether known or unknown, fixed or contingent, directly or indirectly resulting or that may result from my permitted access to the RHCA trails.

10.2. Covenant Not to Sue: I will not file, or cause to be filed, any suit, demand arbitration, or otherwise assert a claim against RELEASEES on account of any released claim. In the event of a breach of this covenant not to sue, the agreement in this Application shall constitute a complete and absolute defense to any such claim, including any derivative claims of my heirs, successors, and assigns.

11. I acknowledge and agree that (a) the terms in this Application shall be construed and interpreted under the laws of the State of California, (b) if any provision or any part of any provision in this Application shall be held to be invalid, unenforceable or contrary to public policy or any law, the remaining terms in this Application shall not be affected, and (c) the terms in this Application shall not be construed against any party due to that party's participation in its drafting, but as though mutually drafted.

12. I agree to abide and be bound by the RHCA Bridle Trail Rules.

13. By signing on behalf of a minor I represent that I am the legal parent or guardian of that minor and acknowledge that the minor is bound by all the terms of this agreement. I understand that the minor could not obtain a Trail Badge unless I agree to this agreement.

(RHCA Bridle Trail Rules on Page 5)

RHCA BRIDLE TRAIL RULES

- The Trail Badge limits my use to RHCA established Bridle Trails, and only for horseback riding.
- The Trail Badge cannot be given, loaned, or transferred to another person.
- When entering the community and while horseback riding on the Bridle Trails, my Trail Badge must be visibly displayed.
- My Trail Badge can only be used between sunrise and sunset unless accompanied by a resident and never when the community is closed or the Bridle Trails are posted "closed".
- Trail Badge holders may not use the RHCA's riding rings, unless accompanied by an RHCA resident.
- Trail Badge holders must not smoke or consume alcoholic beverages while on the Bridle Trails.
- Trail Badge holders must not bring dog(s) into the community.
- Trail Badge holders must not engage in conduct that increases, or may increase, the risk of injury, harm, or damage, to themselves, their horses, or others.
- Trail Badge holder must be courteous to RHCA staff and residents and respectful of RHCA resident's private property.

Applicant's Identification Information (Update When Information Changes)

Date: _____ Expiration Date: _____

Name: _____ Address: _____

Phone: _____

Driver's License No. or Other Photo Identification No.: _____

Emergency Contact Name: _____ and Phone No.: _____

Applicant's Printed Name: _____

Horse's Name: _____ Color: _____ Where Stabled: _____

If the Equestrian Permit Holder is under 18-years of age, the minor's parents or legal guardian must sign for the minor, to legally bind the minor to the terms of this Application.

I have read the foregoing agreement and understand its contents. I am aware I am releasing certain legal rights that I or my child would otherwise have.

Date: _____ Name: _____ Expiration Date: _____

Address: _____

Phone: home: _____ cell: _____

Driver's License No. or Other Photo Identification No.: _____

Emergency Contact Name: _____ and Phone No.: _____

Minor's Printed Name: _____ Date of Birth: _____

Minor's Signature: _____

Parent(s): _____ Address: _____

Legal Guardian: _____

Horse's Name: _____ Color: _____ Where Stabled: _____

IN SIGNING THIS APPLICATION, this ____ day of _____, 20____, the Applicant acknowledges reading the Application and the Bridle Trail Rules carefully; has utilized the advice, or had a reasonably opportunity to utilize the advice of his/her own legal counsel, referring to California Civil Code sections 1542 and 846, prior to taking possession of the Trail Badge; for copying, has provided the RHCA with his or her passport size photograph and picture identification; and has voluntarily signed the Application with full knowledge of its release, waivers, and other provisions, as a legally enforceable agreement, intending to be legally bound:

Applicant's Signature: _____

Witness' Signature: _____